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LAW OFFICES  
**McGINNIS, LOCHRIDGE & KILGORE**  
FIFTH FLOOR, TEXAS STATE BANK BUILDING  
900 CONGRESS AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE (512) 476-6982

September 17, 1976  
6-2051007

SEP 21 1976  
Date  
Fee \$ 100.00  
ICS Washington, D. C.

RECORDATION NO. 0405  
SEP 21 1976 4 00 PM  
ROBERT W. CALVERT  
OF COUNSEL

RECORDATION NO. 0405  
SEP 21 1976 2 00 PM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D. C. 20423

Attention: Railroad Documentation

Gentlemen:

Pursuant to the provisions of Section 1116.4 of Chapter X of the Regulations of the Interstate Commerce Commission, the following letter is hereby submitted.

The names and addresses of the parties to the transaction are as follows:

Mortgagor, Debtor  
Lessor, and Assignor  
of Lease:

Eva Ruth Hancock  
P. O. Box 110  
El Campo, Texas

Lessee:

Richmond Leasing Co.  
777 South Post Oak Rd.  
Houston, Texas 77027

Mortgagee, Secured  
Party and Assignee  
of Lease:

Texas State Bank  
900 Congress Avenue  
Austin, Texas 78701

Guarantor:

None

This filing is to record and perfect Texas State Bank's security interest in the railroad tank cars described below, and any and all additions, accessories, accessories, and attachments thereto and

SEP 21 2 31 PM '76  
FEE OPERATION  
RECEIVED

Interstate Commerce Commission  
September 17, 1976

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substitutions and replacements therefor, and all Management Agreements, leases, and chattel paper related thereto, all proceeds (hereinafter defined) of any of the foregoing, and all monies, income, increase, benefits and products attributable to the foregoing, or accruing thereto. The term "proceeds" shall have the same meaning as used in Chapter Nine of the Uniform Commercial Code as now or hereafter adopted in the State of Texas and shall include (without limitation) all accounts, general intangibles, instruments, documents, monies, insurance, chattel paper, income, and other property, benefits or rights of whatever kind or nature arising from, attributable to or accruing from any and all sales, leases or other dispositions of any or all of the aforesaid Collateral, and to record and perfect Texas State Bank's security interest in the Lessor's interest in a certain lease ("Management Agreement") of said railroad tank cars between Eva Ruth Hancock as Lessor and Richmond Leasing Co. as Lessee, and the collateral assignment of said lease ("Management Agreement") by Lessor to Texas State Bank ("Assignment of Lease").

A general description of the railroad equipment covered by the lease and assignment thereof is as follows:

Ten (10) 23,500 gallon nominal capacity tank cars,  
DOT 111A100W3, coiled and insulated; with 100-ton  
roller bearing trucks bearing the following  
identifying marks and car numbers:

RTMX 2374, RTMX 2391, RTMX 2404, RTMX  
2403, RTMX 2405, RTMX 2409, RTMX 2410,  
RTMX 2411, RTMX 2402, RTMX 2406.

The owner of the aforementioned tank cars is Eva Ruth Hancock.

Enclosed are three executed counterparts of the Security Agreement, Assignment of Lease, and Consent to Collateral Assignment, as required by ICC Rules and a check for \$100.00 to cover the filing fee.

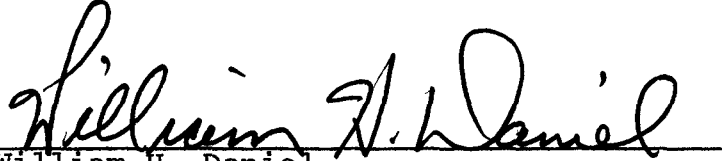
The original documents should be returned to Texas State Bank, c/o McGinnis, Lochridge & Kilgore, Fifth Floor Texas State Bank Building, 900 Congress Avenue, Austin, Texas 78701, Attention: Mr. William H. Daniel.

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Please call me collect at 512/476-6982 if you have any questions regarding this matter.

Yours very truly,

A handwritten signature in dark ink, appearing to read "William H. Daniel", written over a horizontal line.

William H. Daniel  
McGinnis, Lochridge & Kilgore  
Texas State Bank Building  
900 Congress Avenue  
Austin, Texas 78701

ATTORNEYS FOR TEXAS STATE BANK

CONSENT TO COLLATERAL ASSIGNMENT

WHEREAS, Eva Ruth Hancock is the owner of the Railroad rolling stock described in "Exhibit A" hereto, and

8485-<sup>(B)</sup>  
RECORDATION NO. .... Filed & Recorded

WHEREAS, Eva Ruth Hancock has entered into a management agreement with Richmond Leasing Co. dated May 12, 1976, which agreement provides that it may not be assigned by Eva Ruth Hancock without the written consent of Richmond Leasing Co., and

SEP 28 1976 - 2 35 PM  
INTERSTATE COMMERCE COMMISSION

WHEREAS, Eva Ruth Hancock desires to grant to Texas State Bank a security interest in said management agreement, and all rights accruing to her thereunder,

For and in consideration of the premises, the mutual promises expressed herein and ten dollars (\$10.00) and other good and valuable consideration in hand paid to Richmond Leasing Co. and Eva Ruth Hancock the receipt and sufficiency of which is acknowledged, it is, therefore, agreed as follows:

1. Eva Ruth Hancock is granted permission by Richmond Leasing Co. to assign all benefits accruing to her under the aforesaid agreement to Texas State Bank as collateral for advances made or to be made to Eva Ruth Hancock. Richmond Leasing Co. consents to this assignment and agrees that all terms and conditions requisite for a valid assignment of said Management Agreement have been complied with. It is agreed by all parties hereto that Eva Ruth Hancock shall continue to perform all obligations placed upon her as owner under that said Management Agreement and that Texas State Bank shall not have any liability upon said obligations until and unless such time as Texas State Bank shall foreclose upon the interest of Eva Ruth Hancock in said Management Agreement and assume the role of "Owner" thereunder. Any assumption of obligations under said agreement by Texas State Bank before or after foreclosure shall not in any way prejudice any rights which Texas State Bank may have against Eva Ruth Hancock.

So long as any amounts secured by the collateral assignment of said Management Agreement remain unpaid and foreclosure has not

occurred on the interest of Eva Ruth Hancock in said management agreement, Richmond Leasing Co. shall make all payments due under said management agreement to Texas State Bank, after deducting all deductions allowable to Richmond Leasing Co. under said agreement. If deductions should at any time exceed the current amounts due under said agreement, Eva Ruth Hancock shall pay said difference to Richmond Leasing Co.

This agreement shall bind the heirs, assigns, and administrators and personal representatives of each party hereto.

RICHMOND LEASING CO.

Dated 9/15/76

By Jim Herring  
Its Vice President

TEXAS STATE BANK

Dated 9-14-76

By Walter V. Bahr  
Its Senior Vice President

Dated Sept. 13, 1976

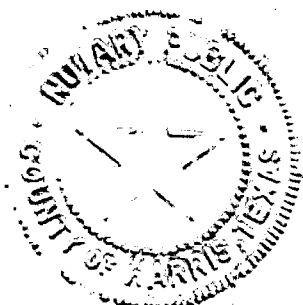
Eva Ruth Hancock  
EVA RUTH HANCOCK

THE STATE OF TEXAS     )  
                                  )  
COUNTY OF Harris     )

BEFORE ME, the undersigned authority, on this day personally appeared Jim Herring, Vice President, of the Richmond Leasing Co., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of September, 1976.

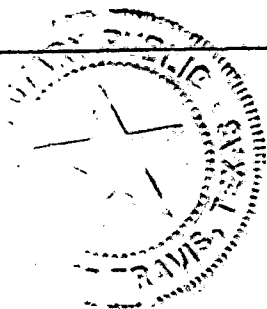
Jean Leavelle  
Notary Public in and for  
Harris  
County, Texas



THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared Wayne V. Baker, Senior Vice President,  
name title  
of the Texas State Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of  
September, 1976.



Charlie S. Burns  
Notary Public in and for  
County, Texas

THE STATE OF TEXAS )  
COUNTY OF WHARTON )

BEFORE ME, the undersigned authority, on this day personally appeared Eva Ruth Hancock, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of  
September, 1976.



Arline J. Dubela  
Notary Public in and for  
Wharton  
County, Texas

EXHIBIT A

EVA RUTH HANCOCK

Ten (10) 23,500 gallon nominal capacity tank cars, DOT111A100W3, coiled and insulated; with 100-ton roller bearing trucks bearing the following description and numbers:

Owner's Name: Eva Ruth Hancock

ACI Carrier Index: 1807

Car Numbers: RTMX 2374, RTMX 2391, RTMX 2404,  
RTMX 2403, RTMX 2405, RTMX 2409,  
RTMX 2410, RTMX 2411, RTMX 2402,  
RTMX 2406.